

No. 23614

**IRELAND
and
TURKEY**

**Air Transport Agreement (with annexes). Signed at Dublin
on 24 January 1980**

Authentic texts: English and Turkish.

Registered by Ireland on 18 November 1985.

**IRLANDE
et
TURQUIE**

**Accord relatif aux transports aériens (avec annexes). Signé à
Dublin le 24 janvier 1980**

Textes authentiques : anglais et turc.

Enregistré par l'Irlande le 18 novembre 1985.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Government of Ireland and the Government of the Republic of Turkey,
Being Parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement,³ both opened for signature at Chicago on the seventh day of December, 1944,

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

(a) The term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, which have been adopted by both Parties;

(b) The term "aeronautical authorities" means, in the case of Ireland, the Minister for Tourism and Transport, in the case of the Republic of Turkey, the Minister of Communications, or in either case any other person or agency authorized to perform any functions exercised by the said Minister;

(c) The term "designated airline" means an airline which has been designated and authorized in accordance with article 3 of this Agreement;

(d) The term "territory" has the meaning specified in Article 2 of the Convention;

(e) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;

(f) The term "capacity" means,

— In relation to an aircraft, the payload of that aircraft available on the route or section of a route,

— In relation to a specified air service, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route;

(g) The term "traffic" means, passenger, baggage, cargo and mail.

¹ Came into force on 13 September 1982 by an exchange of notes confirming the completion of the constitutional requirements, in accordance with article 19.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

³ *Ibid.*, vol. 84, p. 389.

Article 2. TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement, for the purpose of establishing scheduled international air services on the routes specified in Annex I to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes; and,
- (c) To make stops in the said territory at the points specified for that route in Annex I to this Agreement for the purpose of putting down and taking up international traffic in accordance with the terms of this Agreement.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. OPERATING AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant to the airline designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a capacity agreed upon, a tariff established and a schedule approved in accordance with the provisions of article 9, article 10 and Annex II of this Agreement respectively are in force for that service.

Article 4. REVOCATION AND SUSPENSION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of this Agree-

ment by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) In any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, or
- (b) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

Article 5. EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXES

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on board aircraft on the part of the journey performed over the territory.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) Aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) Spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) Fuel and lubricants destined to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials referred to in paragraphs 1 and 2 above may be required to be kept under customs supervision or control.

Article 6. STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such cases, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7. DIRECT TRANSIT TRAFFIC

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8. FINANCIAL PROVISIONS

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to transfer the excess of receipts over expenditure earned by that airline in the territory of the first Contracting Party in connection with the carriage of traffic, in accordance with the foreign exchange regulations in force, at the official prevailing rate of exchange where such a rate exists or otherwise at a rate equivalent to that at which receipts were earned.

2. The transfer shall be effected in a convertible foreign exchange acceptable to both Contracting Parties.

3. Transfers under article 8 shall be made in conformity with the provisions of any payment agreement in force between the Contracting Parties and in conformity with the currency regulations in force on their territories. In the case of transfers from the Republic of Turkey the required foreign currency for the transfer of above-mentioned receipts will be allocated or transferred by the Central Bank or any other authorized national bank.

Article 9. CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of traffic originating in or destined for the territory of the Contracting Party which has designated the airline.

4. The right of the designated airline of either Contracting Party to carry traffic between points in the territory of the other Contracting Party and points in the territories of third countries on the specified routes, shall be exercised in accordance with the general principles that capacity shall be related to:

- (a) The traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) The traffic requirements of the areas through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) The requirements of through airline operations.

The terms to be applied in respect of sub-paragraphs (a), (b) and (c) above shall finally be determined by the aeronautical authorities of the Contracting Parties.

5. The capacity to be provided and the frequency of the services to be operated shall, before the services are inaugurated, be agreed by the designated airlines and, failing agreement, by the aeronautical authorities of the Contracting Parties.

Such capacity and frequency of services initially determined may likewise be reviewed and revised from time to time.

Article 10. ESTABLISHMENT OF TARIFFS

1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 4, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if, during the period applicable in accordance with paragraph 5 of this article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the Contracting Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff under paragraph 6 of this article, the dispute shall be settled in accordance with the provisions of article 16 of this Agreement.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

Article 11. INFORMATION AND STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

Article 12. CONSULTATION

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.

Article 13. MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement it may request consultation with the other Contracting Party; such consultation, which may be between the aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to routes may be made by direct agreement between the aeronautical authorities of the Contracting Parties.

Article 14. CONFORMITY WITH MULTILATERAL CONVENTIONS

This Agreement will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 15. TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 16. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall, in the first place, endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body, or the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this article.

Article 17. HEADINGS

Headings are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement.

Article 18. REGISTRATION

This Agreement shall be registered with the International Civil Aviation Organization.

Article 19. ENTRY INTO FORCE

This Agreement, of which Annexes (I) and (II) constitute an integral part, shall enter into force after fulfilment of the constitutional requirements by each Contracting Party, on the date of exchange of diplomatic notes to this effect.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments, have signed this Agreement.

DONE at Dublin this 24th day of January of the year 1980 in two originals, in the English and Turkish languages, each text being equally authentic.

[Signed — Signé]¹

For the Government
of Ireland

[Signed — Signé]²

For the Government
of the Republic of Turkey

ANNEX I

ROUTES

1. (a) The airline designated by the Government of the Republic of Turkey shall be entitled to operate air services in both directions:

(1) Points in Turkey — intermediate points (excluding London) — Dublin.

¹ Signed by Brian Lenihan — Signé par Brian Lenihan.

² Signed by Ahmet A. Akymac — Signé par Ahmet A. Akymac.

(2) Points in Turkey — intermediate points — Shannon — points beyond.

(b) The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third parties is limited to the routes:

(1) Points in Turkey — intermediate points to be agreed upon later — Dublin.

(2) Points in Turkey — intermediate points to be agreed upon later — Shannon — points beyond to be agreed upon later.

2. (a) The airline designated by the Government of Ireland shall be entitled to operate air services in both directions:

(1) Points in Ireland — intermediate points — (excluding London) — Ankara.

(2) Points in Ireland — intermediate points — Istanbul — points beyond.

(b) The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third parties is limited to the routes:

(1) Points in Ireland — intermediate points to be agreed upon later — Ankara.

(2) Points in Ireland — intermediate points to be agreed upon later — Istanbul — points beyond to be agreed upon later.

3. Points on any of the above routes may, at the option of the designated airline, be omitted on any or all flights provided that such service shall have its starting point in the territory of the Contracting Party designating the airline.

4. Either of the Contracting Parties may request the inclusion in their services of additional points beyond the territory of the other Contracting Party or between the territories of the Contracting Parties. This request is subject to the approval of the aeronautical authorities of the other Contracting Party.

ANNEX II

APPROVAL OF FLIGHT SCHEDULES

1. The designated airline of each Contracting Party shall submit its flight schedules, including the type of equipment, for approval to the aeronautical authorities of the other Contracting Party for each schedule period (summer and winter) not later than thirty (30) days prior to the effective date of schedule. In special cases this time limit may be reduced subject to the consent of the said authorities.

2. Prior to the submission of flight schedules by the designated airline of each Contracting Party to the aeronautical authorities of the other Contracting Party, the airlines of both Contracting Parties shall consult each other on the schedules with a view to facilitating their approval.

3. The aeronautical authorities receiving such flight schedules shall approve them or suggest modifications thereto within 30 days of receipt. The designated airlines shall not commence their services before the schedules are approved by the aeronautical authorities concerned. This provision shall likewise apply to later changes.